

## TOKEN ISSUANCE AGREEMENT

THIS TOKEN ISSUANCE AGREEMENT (the “Agreement”) is entered into as of September 4th, 2018 by **LBRY, INC.**, a Delaware corporation (the “Company”), and **PILLAR I (AIV), LP**, a Delaware limited partnership (the “Grantee”).

### SECTION 1. ISSUANCE OF TOKENS.

(a) **Transfer.** On the terms and conditions set forth in this Agreement, the Company agrees to issue 2,000,000 LBRY credits (the “Tokens”) to the Grantee. The issuance shall occur at the offices of the Company on the date set forth above or at such other place and time as the parties may agree. Grantee shall provide the Company a network address to which the Company shall deliver the Tokens.

(b) **Consideration.** The Grantee and the Company agree that the Tokens are being granted in consideration of the extension by affiliates of the Grantee of the maturity date of indebtedness owed to Grantee by the Company, and other good and valuable consideration provided by Grantee and its affiliates from time to time.

### SECTION 2. RESTRICTIONS ON USE.

The Tokens acquired pursuant to this Agreement shall be subject to a general prohibition on the Grantee’s ability to sell, transfer, spend, exchange or otherwise make use of the Tokens until the date one year after the date hereof.

### SECTION 3. ENTIRE AGREEMENT.

This Agreement constitutes the entire contract between the parties hereto with regard to the subject matter hereof. It supersedes any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

### SECTION 4. CHOICE OF LAW.

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, as such laws are applied to contracts entered into and performed in such Commonwealth.

*[remainder of page intentionally left blank]*

**SECTION 5.** IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

**GRANTEE:**


**PILLAR I (AIV), LP**

**By: Pillar I GP, LLC, its General Partner**

By:   
Jamie Goldstein  
Managing Member

**COMPANY**

**LBRY, INC.**

  
By:  
Jeremy Kauffman  
CEO